

ARTICLE 21.

CONVEYANCING.

Mortgages.

- 33. Affidavit by mortgagee.
- 35. Assignment of mortgage.
- 36. Effect of assignment.

Chattel and Crop Mortgages.

- 54A. Chattel and crop mortgages.
- 54B. Lien or mortgage on crops.
- 54C. Future advances.
- 54D. Replacements.
- 54E. Execution of mortgage.
- 54F. Affidavit of consideration.
- 54G. Docketing and indexing.
- 54H. Fees.
- 54-I. Renewal of mortgage.
- 54J. Assignment of mortgage.

- 54K. Release.
- 54L. Removal of mortgaged property.
- 54M. Default.
- 54N. Foreclosure and power of sale.
- 54-O. Construction and effect.

Conditional Contracts of Sale.

- 55. Recording; acknowledgment and affidavit unnecessary.

Defective Conveyances.

- 87. Defectively acknowledged conveyances subsequent to 1858 made valid; provisos.
- 91. Assignment of mortgages without seal or affidavit, validating; provisos.

Conveyances In General.

1.

Lease inoperative under this section; entry thereunder creates tenancy from year to year: lease admissible in evidence. Distraint without notice—no lien as against trustee in bankruptcy. *In re Caplan*, 24F (2nd), (D. Ct. Md.), 445.

A lease for five years with privilege of renewal is not within requirements of this section as to acknowledgment and recording. *Sweeney v. Hagerstown Trust Co.*, 144 Md. 620; *Silberstein v. Epstein*, 146 Md. 257.

As alleged contract to create leasehold interest for ten years was not executed, acknowledged and recorded as required by this section, no estate passed. Enforcement of oral contract. *Hall v. Sharp Street Station*, 155 Md. 658.

Effectiveness of recording deeds, mortgages, etc., not affected by failure of clerk to index same. *Standard Finance Co. v. Little*, 159 Md. 623.

This section referred to in construing art. 45, sec. 1. *U. S. F. & G. Co. v. Shoul*, 161 Md. 428.

Requirement for recording where lease is for more than seven years does not apply where a city, when authorized by its charter, granted a steamboat company the right to occupy a pier for 50 years, with provision in ordinance for annual payment to the city. *Baltimore v. Steam Packet Co.*, 164 Md. 290.

Where assignment for lease for over seven years is not recorded, the assignee is mere sub-lessee and lessor's remedy is in equity. *Rubin v. Leosatis*, 165 Md. 42.

Cited but not construed in *Theatrical Corp. v. Trust Co.*, 157 Md. 610.

2.

Cited but not construed in *U. S. F. & G. Co. v. Shoul*, 161 Md. 428.

9.

Deed conveying absolute easement, held to comply with this section. *Kelly v. Nagle*, 150 Md. 135.